Case 19-24484-GLT Doc 26 Filed 12/11/19 Entered 12/11/19 16:15:29 Desc Main Document Page 1 of 12

UNITED STATES BANKRUPTCY COURT FOR THE WESTERN DISTRICT OF PENNSYLVANIA

IN RE:

JEFFREY PAUL MOORE : BK. No. 19-24484 GLT

KELLIE ELIZABETH MOORE

Debtors : Chapter No. 13

FREEDOM MORTGAGE CORPORATION : Document No.

Movant

v. : Hearing Date: December 16, 2019

:

JEFFREY PAUL MOORE :

KELLIE ELIZABETH MOORE : Hearing Time: 11:00 AM

d

RONDA J. WINNECOUR, ESQUIRE (TRUSTEE)

Respondents

OBJECTION OF FREEDOM MORTGAGE CORPORATION TO CONFIRMATION OF THE DEBTORS' CHAPTER 13 PLAN

Movant, **FREEDOM MORTGAGE CORPORATION** (hereinafter referred to as "Movant"), by its attorneys Phelan Hallinan Diamond & Jones, LLP hereby objects to confirmation of the Debtors' Chapter 13 Plan as follows:

- 1. Movant is **FREEDOM MORTGAGE CORPORATION**.
- 2. Debtors, JEFFREY PAUL MOORE and KELLIE ELIZABETH MOORE, are the owners of the property located at 54 MAIN STREET EXTENTION, BURGETTSTOWN, PA 15021-1226.
- 3. Movant is in the process of drafting and filing a Proof of Claim. The approximate arrears are \$8,571.82.
 - 4. Debtors' Plan fails to cure the delinquency pursuant to 11 U.S.C. §1322(b)(5).
- 5. Debtors' Plan currently provides for payment to Movant in the amount of \$7,200.00. A copy of the Debtor's Plan is attached hereto as Exhibit "A" and made a part hereof.
- 6. Movant objects to Debtors' Plan as it is underfunded. Debtors' Plan should be amended to fully fund and pay the arrears owed to Movant. Confirmation of Debtors' proposed Plan should be denied.

WHEREFORE, **FREEDOM MORTGAGE CORPORATION** respectfully requests that this Honorable Court deny confirmation of the Debtors' Chapter 13 Plan.

Respectfully Submitted,

/s/ Thomas Song, Esquire
Thomas Song, Esq., Id. No.89834
Phelan Hallinan Diamond & Jones, LLP
Omni William Penn Office Tower
555 Grant Street, Suite 300
Pittsburgh, PA 15219

Phone Number: 215-563-7000 Ext 31387

Fax Number: 215-568-7616

Email: Thomas.Song@phelanhallinan.com

Dated: December 11, 2019

EXHIBIT A

CRESC 150-2444834 COLLT DOSC 26 FILED 112/201/109 ETATEMENT 112/201/109 126:415:329 DOSSC NVIAIN DOSC UMARIN PASSES 105/103

may wish to consult one OSE THIS PLAN'S T MUST FILE AN OBJE MATION HEARING, U OUT FURTHER NOTIC OU MAY NEED TO FIL matters may be of part to of the following ite I be ineffective if set of any claim or arrearage	ia v 19, 2019 may be appropriate opriate in your circulate in your circulate the terms of this play ou must check each and discuss it with your e. TREATMENT OF YOUR CONFIRMATION TO CONFIRM	cumstances. Ian control un box that appli YOUR CLAIM our attorney if	Plans that do nless otherwise lies.	esence o	mply with loca	elow plan	the that have
Elizabeth Middle Name the Western District of Period Pennsylvania Dated: Nov the Sout options that me the option is appropriate be confirmable. The profice to creditors, you so the confirmable of the plan carefully a may wish to consult one of the south of the following items of the following	ia v 19, 2019 may be appropriate priate in your circulate in your circulate terms of this playou must check each and discuss it with your e. TREATMENT OF YECTION TO CONFIRUNLESS OTHERWIN	cumstances. Ian control un box that appli YOUR CLAIM our attorney if	Plans that do nless otherwise lies.	esence o	olan, and list be sections of the been changed of an option of mply with loca	elow plan	the that have
Elizabeth Middle Name the Western District of Per Pennsylvania Dated: Nov Its out options that me the option is appropriate to confirmable. The profice to creditors, you so the confirmable of the plan carefully a may wish to consult one of the confirmation HEARING, the con	Moore Last Name ennsylvania ia v 19, 2019 may be appropriate priate in your circulate in your circulate terms of this playou must check each you must check each and discuss it with yone. TREATMENT OF YOUR ECTION TO CONFIR UNLESS OTHERWI	cumstances. Ian control un box that appli YOUR CLAIM our attorney if	Plans that do nless otherwise lies.	esence o	sections of the been changed of an option or mply with loca	n the	that have
Pennsylvania Dated: Nov so out options that me the option is appropriate to creditors, you so may be a consult one of the following ite in of the following ite in effective if set of any claim or arrearage.	ia v 19, 2019 may be appropriate priate in your circulate in your circulate terms of this playou must check each and discuss it with yone. TREATMENT OF YOUR ECTION TO CONFIRUNLESS OTHERWI	cumstances. Ian control un box that appli YOUR CLAIM our attorney if	Plans that do nless otherwise lies.	esence o	of an option or	n the	form does no
Pennsylvania Dated: Nov Its out options that me the option is appropriate to creditors, you so may be a consult on the option of the consult on the option of the following ite in of the following ite in the of the following ite in the consult or in the option of the consult on the option of the following ite in of the following ite in of the following ite in the consult or in the consult of the ineffective if set on the consult or in the	ia v 19, 2019 may be appropriate opriate in your circulate in your circulate terms of this playou must check each of the terms of the terms of this playou must check each of the terms of this playou must check each of the terms of this playou must check each of the terms of this playou must check each of the terms of this playout the terms of the terms	cumstances. Ian control un box that appli YOUR CLAIM our attorney if	Plans that do nless otherwise lies.	esence o	of an option or	n the ·	
Pennsylvania Dated: Nov Is out options that me the option is appropriate to creditors, you so may be affected and this plan carefully a may wish to consult one consult one of the following items of the following items of the following items of the ineffective if set of any claim or arrearage.	ia v 19, 2019 may be appropriate opriate in your circulate in your circulate the terms of this play ou must check each and discuss it with your e. TREATMENT OF YOUR CONFIRMATION TO CONFIRM	cumstances. Ian control un box that appli YOUR CLAIM our attorney if	Plans that do nless otherwise lies.	not co	mply with loca	ıl rule	
as out options that me the option is appropriate to creditors, you so may be a second this plan carefully a may wish to consult one consult one consult on the second may be of particular to the following ite and claim or arrearage.	may be appropriate opriate in your circulate in your circulate terms of this playou must check each and discuss it with your e. TREATMENT OF YOUR ECTION TO CONFIRMATION TO CONFIRMATION TO CONFIRMATION TO CONFIRMATION TO THE UNLESS OTHERWAY	cumstances. Ian control un box that appli YOUR CLAIM our attorney if	Plans that do nless otherwise lies.	not co	mply with loca	ıl rule	
as out options that me the option is appropriate to creditors, you so may be a second this plan carefully a may wish to consult one consult one consult on the second may be of particular to the following ite and claim or arrearage.	may be appropriate opriate in your circulate in your circulate terms of this playou must check each and discuss it with your e. TREATMENT OF YOUR ECTION TO CONFIRMATION TO CONFIRMATION TO CONFIRMATION TO CONFIRMATION TO THE UNLESS OTHERWAY	cumstances. Ian control un box that appli YOUR CLAIM our attorney if	Plans that do nless otherwise lies.	not co	mply with loca	ıl rule	
as out options that me the option is appropriate to creditors, you so may be a second this plan carefully a may wish to consult one consult one consult on the second may be of particular to the following ite and claim or arrearage.	may be appropriate opriate in your circulate in your circulate terms of this playou must check each and discuss it with your e. TREATMENT OF YOUR ECTION TO CONFIRMATION TO CONFIRMATION TO CONFIRMATION TO CONFIRMATION TO THE UNLESS OTHERWAY	cumstances. Ian control un box that appli YOUR CLAIM our attorney if	Plans that do nless otherwise lies.	not co	mply with loca	ıl rule	
as out options that me the option is appropriate to creditors, you so may be a second this plan carefully a may wish to consult one consult one consult on the second may be of particular to the following ite and claim or arrearage.	may be appropriate opriate in your circulate in your circulate terms of this playou must check each and discuss it with your e. TREATMENT OF YOUR ECTION TO CONFIRMATION TO CONFIRMATION TO CONFIRMATION TO CONFIRMATION TO THE UNLESS OTHERWAY	cumstances. Ian control un box that appli YOUR CLAIM our attorney if	Plans that do nless otherwise lies.	not co	mply with loca	ıl rule	
is out options that me the option is appropriate to creditors, you so make the confirmable. The protection of the consult on the consult of t	may be appropriate opriate in your circulate in your circulate terms of this playou must check each in the control of the cont	cumstances. Ian control un box that appli YOUR CLAIM our attorney if	Plans that do nless otherwise lies.	not co	mply with loca	ıl rule	
the option is appropriate the confirmable. To a notice to creditors, you so many wish to consult one options of the consult one options of the consult on the consult of the following ited to the ineffective if set of any claim or arrearage.	opriate in your circulate terms of this plant on must check each of the by THIS PLAN. You and discuss it with you ne. TREATMENT OF YOU ECTION TO CONFIRM UNLESS OTHERWIN	cumstances. Ian control un box that appli YOUR CLAIM our attorney if	Plans that do nless otherwise lies.	not co	mply with loca	ıl rule	
S MAY BE AFFECTED ad this plan carefully a may wish to consult one OSE THIS PLAN'S T MUST FILE AN OBJE MATION HEARING, U OUT FURTHER NOTICE OU MAY NEED TO FILE matters may be of part in of the following ite I be ineffective if set of	you must check each lead by THIS PLAN. Ye and discuss it with yo ne. TREATMENT OF YECTION TO CONFIRE UNLESS OTHERWI	n box that appli YOUR CLAIM our attorney if	lies. I MAY BE RED				
ad this plan carefully a may wish to consult one of the consult one of the consult one of the consult one of the collaboration of the following ite consultations are consultational or consulta	and discuss it with yo ne. TREATMENT OF YO ECTION TO CONFIR UNLESS OTHERWI	our attorney if					
may wish to consult one OSE THIS PLAN'S T MUST FILE AN OBJE MATION HEARING, U OUT FURTHER NOTIC OU MAY NEED TO FIL matters may be of part to of the following ite I be ineffective if set of any claim or arrearage	ne. TREATMENT OF YO ECTION TO CONFIR UNLESS OTHERWI	•		UCED, N	MODIFIED, OR	ELIMI	NATED.
MUST FILE AN OBJE MATION HEARING, U UT FURTHER NOTICE OU MAY NEED TO FILE matters may be of part th of the following ite I be ineffective if set of any claim or arrearage	ECTION TO CONFIR UNLESS OTHERWI		You should read this plan carefully and discuss it with your attorney if you have one in thi attorney, you may wish to consult one.				do not have
h of the following ite be ineffective if set of any claim or arrearag		RMATION AT VISE ORDERE ON TO CONFI	TLEAST SEVE ED BY THE CO FIRMATION IS F	N (7) DA OURT. FILED. S	AYS BEFORE T THE COURT IN SEE BANKRUF	THE D MAY (PTCY I	OATE SET FO CONFIRM TH RULE 3015.
•	tems. If the "Includ	ded" bòx is u					
t to the secured cr	ges set out in Part 3 creditor (a separate	•	•		Included	•	Not Include
			interest, set ou	ut in	○ Included	•	Not Include
set out in Part 9					Included	•	Not Include
n or tion set o	nonpossessory will be required ut in Part 9	nonpossessory, nonpurchase-mo will be required to effectuate such	nonpossessory, nonpurchase-money security will be required to effectuate such limit) ut in Part 9	nonpossessory, nonpurchase-money security interest, set or will be required to effectuate such limit) ut in Part 9	nonpossessory, nonpurchase-money security interest, set out in will be required to effectuate such limit) ut in Part 9	nonpossessory, nonpurchase-money security interest, set out in will be required to effectuate such limit) Included Included	nonpossessory, nonpurchase-money security interest, set out in will be required to effectuate such limit) ut in Part 9 Included Included

2.2	Additional payments:							
	Unpaid Filing Fees. available funds.	. The balance of \$ _	sh	all be fully paid b	y the Trustee to	the Clerk o	f the Bankruptcy	Court from the first
	Check one.							
	None. If "None" is c	hecked, the rest of S	ection 2.2 need not	be completed or	reproduced.			
	The debtor(s) will n amount, and date of			stee from other	sources, as spe	cified belov	w. Describe the	source, estimated
2.3	The total amount to b plus any additional so	urces of plan fundi			by the trustee b	ased on tl	ne total amount	of plan payment
Pal	Treatment of	Secured Claims						
3.1	Maintenance of payment Check one. None. If "None" is control The debtor(s) will meet the applicable control arrearage on a listed ordered as to any ite as to that collateral versions.	hecked, the rest of S aintain the current c act and noticed in co d claim will be paid em of collateral listed	ection 3.1 need not ontractual installme informity with any a in full through disb I in this paragraph,	be completed or nt payments on oplicable rules. ursements by the then, unless other	reproduced. the secured clair These payments e trustee, withou erwise ordered by	will be dist t interest. y the court,	oursed by the tru If relief from the all payments un	stee. Any existing automatic stay is
	Name of creditor		Collateral		Current installm paymen (includin		Amount of arrearage (if any)	Start date (MM/YYYY)
	Freedom Mortgage #5660		54 Main Street Exte Burgettstown, PA 1		\$9	19.79	\$7,200.00	
3.2	Request for valuation of Check one. None. If "None" is continuous of the Check one. The remainder of the Check one. The debtor(s) will reduce below. For each secured claim Amount of secured claim. The portion of any allows amount of a creditor's so unsecured claim under Polyname of creditor.	of security, payment thecked, the rest of Sonis paragraph will be quest, by filing a sep listed below, the del to. For each listed clauded claim that exceed ecured claim is liste	e effective only if to parate adversary protor(s) state that the tim, the value of the distinct amount of the dist	be completed or the applicable by roceeding, that is evalue of the se secured claim with secured claim who value, the creations is secured claim who value, the creations is secured claim who walue, the creations is secured claim who walue who	reproduced. ox in Part 1 of the court determined claims should be paid in full with the court determined cured claims.	nis plan is ne the valu buld be as with interest an unsecu claim will b dversary pr	checked. e of the secured set out in the co at the rate stated red claim under e treated in its e oceeding). of Interest rate	lumn headed I below. Part 5. If the
		\$0.00		\$0.00	\$0.00	\$0.00	0%	\$0.00
		* -		+				

Insert additional claims as needed.

3.3 Secured claims excluded from 11 U.S.C. § 506. Check one. None. If "None" is checked, the rest of Section 3.3 need not be completed or reproduced. The claims listed below were either: (1) Incurred within 910 days before the petition date and secured by a purchase money security interest in a motor vehicle acquired for personal use of the debtor(s), or (2) Incurred within one (1) year of the petition date and secured by a purchase money security interest in any other thing of value. These claims will be paid in full under the plan with interest at the rate stated below. These payments will be disbursed by the trustee. Name of creditor Collateral Amount of claim Interest Monthly payment to creditor rate **Bridgecrest** \$18,826.00 5 \$360.00 2017 Kia Sportage #6101 Insert additional claims as needed. 3.4 Lien Avoidance. Check one. None. If "None" is checked, the rest of Section 3.4 need not be completed or reproduced. The remainder of this paragraph will be effective only if the applicable box in Part 1 of this plan is checked. The judicial liens or nonpossessory, nonpurchase-money security interests securing the claims listed below impair exemptions to which the debtor(s) would have been entitled under 11 U.S.C. § 522(b). The debtor(s) will request, by filing a separate motion, that the court order the avoidance of a judicial lien or security interest securing a claim listed below to the extent that it impairs such exemptions. The amount of any judicial lien or security interest that is avoided will be treated as an unsecured claim in Part 5 to the extent allowed. The amount, if any, of the judicial lien or security interest that is not avoided will be paid in full as a secured claim under the plan. See 11 U.S.C. § 522(f) and Bankruptcy Rule 4003(d). If more than one lien is to be avoided, provide the information separately for each lien. Name of creditor Collateral **Modified principal** Interest Monthly payment balance* rate or pro rata \$0.00 0% \$0.00 Insert additional claims as needed. *If the lien will be wholly avoided, insert \$0 for Modified principal balance. 3.5 Surrender of Collateral. Check one. None. If "None" is checked, the rest of Section 3.5 need not be completed or reproduced. The debtor(s) elect to surrender to each creditor listed below the collateral that secures the creditor's claim. The debtor(s) request that upon

N	Name of analita	- n
N	Name of creditor	Collateral

2010 Chevrolet Traverse

Insert additional claims as needed.

Ally Financial

#0621

PAWB Local Form 10 (12/17) Page 3 of 9 Chapter 13 Plan

36	Secu	ired	tax	claim	•

Name of taxing authority	Total amount of claim	Type of tax	Interest rate*	Identifying number(s) if collateral is real estate	Tax periods
	\$0.00		0%		

Insert additional claims as needed.

* The secured tax claims of the Internal Revenue Service, Commonwealth of Pennsylvania, and any other tax claimants shall bear interest at the statutory rate in effect as of the date of confirmation.

Part 4:

Treatment of Fees and Priority Claims

4.1 General.

Trustee's fees and all allowed priority claims, including Domestic Support Obligations other than those treated in Section 4.5, will be paid in full without postpetition interest.

4.2 Trustee's fees.

Trustee's fees are governed by statute and may change during the course of the case. The trustee shall compute the trustee's percentage fees and publish the prevailing rates on the court's website for the prior five years. It is incumbent upon the debtor(s)' attorney or debtor (if pro se) and the trustee to monitor any change in the percentage fees to insure that the plan is adequately funded.

4.3 Attorney's fees.

Attorney's fees are payable to Rice & Associates Law Firm In addition to a retainer of $\frac{1,000.00}{0}$ (of which $\frac{0.00}{0}$ was a
payment to reimburse costs advanced and/or a no-look costs deposit) already paid by or on behalf of the debtor, the amount of \$_3,000.00 is
o be paid at the rate of \$_225.00_ per month. Including any retainer paid, a total of \$_4,000.00_ in fees and costs reimbursement has been
approved by the court to date, based on a combination of the no-look fee and costs deposit and previously approved application(s) for
compensation above the no-look fee. An additional \$ will be sought through a fee application to be filed and approved before any
additional amount will be paid through the plan, and this plan contains sufficient funding to pay that additional amount, without diminishing the
imounts required to be paid under this plan to holders of allowed unsecured claims.
Check here if a no-look fee in the amount provided for in Local Bankruptcy Rule 9020-7(c) is being requested for services rendered to the

debtor(s) through participation in the bankruptcy court's Loss Mitigation Program (do not include the no-look fee in the total amount of

compensation requested, above).

4.4 Priority claims not treated elsewhere in Part 4.

None. If "None" is checked, the rest of Section 4.4 need not be completed or reproduced.

Name of creditor	Total amount of claim	Interest rate (0% if blank)	Statute providing priority status
	\$0.00	0%	

Insert additional claims as needed.

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 4 of 9

4.5 Priority Domestic Support Obligations not assigned or owed to a governmental unit.

	If the debtor(s) is/are currently paying Domesti debtor(s) expressly agrees to continue paying an				
	Check here if this payment is for prepetition	arrearages only.			
	Name of creditor (specify the actual payee, e.g SCDU)	. PA Description		Claim	Monthly payment or pro rata
				\$0.00	\$0.00
	Insert additional claims as needed.				
Domestic Support Obligations assigned or owed to a governmental unit and paid less than full amount. Check one. None. If "None" is checked, the rest of Section 4.6 need not be completed or reproduced. The allowed priority claims listed below are based on a Domestic Support Obligation that has been assigned to or is owed governmental unit and will be paid less than the full amount of the claim under 11 U.S.C. § 1322(a)(4). This provision require payments in Section 2.1 be for a term of 60 months. See 11 U.S.C. § 1322(a)(4). Name of creditor Amount of claim to be paid					
			_	\$0.00	
	Insert additional claims as needed.				
7	Priority unsecured tax claims paid in full.				
	Name of taxing authority	Total amount of claim	Type of tax	Interest rate (0% if blank)	Tax periods
	Burgettstown c/o Keystone Collections Group	\$2,000.00	EIT	0%	2013 to 2018

Page 5 of 9 PAWB Local Form 10 (12/17) Chapter 13 Plan

Part 5:

Treatment of Nonpriority Unsecured Claims

Insert additional claims as needed.

5.1	Nonpriority unsecured claims not separately c	lassified.			
	Debtor(s) ESTIMATE(S) that a total of \$0	will be available for dist	ribution to nonpriority unsec	cured creditors.	
	Debtor(s) ACKNOWLEDGE(S) that a MINIMUM alternative test for confirmation set forth in 11 U.S.		paid to nonpriority unsecure	ed creditors to comply w	ith the liquidation
	The total pool of funds estimated above is NOT available for payment to these creditors under the percentage of payment to general unsecured cred of allowed claims. Late-filed claims will not be pai pro-rata unless an objection has been filed within included in this class.	e plan base will be determi ditors is0%. Th d unless all timely filed clai	ned only after audit of the pase of payment roms have been paid in full.	plan at time of completion may change, based upon Thereafter, all late-filed o	n. The estimated the total amoun claims will be paid
5.2	Maintenance of payments and cure of any defa	ult on nonpriority unsecu	ured claims.		
	Check one.				
	None. If "None" is checked, the rest of Section	n 5.2 need not be complete	ed or reproduced.		
	The debtor(s) will maintain the contractual ins which the last payment is due after the final amount will be paid in full as specified below a	plan payment. These pay	ments will be disbursed by		
	Name of creditor	Current installment payment	Amount of arrearage to be paid on the claim	Estimated total payments by trustee	Payment beginning date (MM/ YYYY)
		\$0.00	\$0.00	\$0.00	
	Insert additional claims as needed.				
5.3	Postpetition utility monthly payments.				
	The provisions of Section 5.3 are available on monthly combined payment for postpetition utility not change for the life of the plan. Should the util amended plan. These payments may not resolve debtor(s) after discharge.	services, any postpetition o lity obtain a court order au	delinquencies, and unpaid s thorizing a payment chang	security deposits. The clee, the debtor(s) will be re	aim payment will equired to file an
	Name of creditor	Monthly pay	ment Postpetit	ion account number	
		\$	\$0.00		

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 6 of 9

	Other Separatery Glassific	d nonpriority unsecured ciamis.				
	Check one.					
	None. If "None" is ched	cked, the rest of Section 5.4 need not be o	completed or repre	oduced.		
	The allowed nonpriority	unsecured claims listed below are separa	ately classified an	d will be treated as follo	ows:	
	Name of creditor	Basis for separate cla treatment	ssification and	Amount of arrearage to be paid	rate pa	stimated total ayments y trustee
				\$0.00	0%	\$0.00
	Insert additional claims as n	eeded.				
Par	rt 6: Executory Cont	racts and Unexpired Leases				
6.1	and unexpired leases are Check one. None. If "None" is check	and unexpired leases listed below are a rejected. cked, the rest of Section 6.1 need not be clean installment payments will be disk. Description of leased property or executory contract	completed or repre	oduced.		disbursed by the
						1111)
			\$0.00	\$0.00	\$0.00	
	Insert additional claims as n					
	moon additional damio do n	eeded.				
Par						
Par		erty of the Estate				

Part 8: General Principles Applicable to All Chapter 13 Plans

- 8.1 This is the voluntary chapter 13 reorganization plan of the debtor(s). The debtor(s) understand and agree(s) that the chapter 13 plan may be extended as necessary by the trustee (up to any period permitted by applicable law) to insure that the goals of the plan have been achieved. Notwithstanding any statement by the trustee's office concerning amounts needed to fund a plan, the adequacy of plan funding in order to meet the plan goals remains the sole responsibility of debtor(s) and debtor(s)' attorney. It shall be the responsibility of the debtor(s) and debtor(s)' attorney to monitor the plan to ensure that the plan remains adequately funded during its entire term.
- 8.2 Prior to the meeting of creditors, the debtor(s) shall comply with the tax return filing requirements of 11 U.S.C § 1308 and provide the trustee with documentation of such compliance by the time of the meeting. Debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the information needed for the trustee to comply with the requirements of 11 U.S.C. § 1302 as to the notification to be given to Domestic Support Obligation creditors, and debtor(s)' attorney or debtor(s) (if pro se) shall provide the trustee with the calculations relied upon to determine the debtor(s)' current monthly income and disposable income.
- 8.3 The debtor(s) shall have a duty to inform the trustee of any assets acquired while the chapter 13 case is pending, such as insurance proceeds, recovery on any lawsuit or claims for personal injury or property damage, lottery winnings, or inheritances. The debtor(s) must obtain prior court approval before entering into any postpetition financing or borrowing of any kind, and before selling any assets.

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 7 of 9

Debtor(s) Capped 12/20/120 14/20/120 Filed 12/20/129 Entered 12/20/120 14/20/120 14-20/20 14-

- 8.4 Unless otherwise stated in this plan or permitted by a court order, all claims or debts provided for by the plan to receive a distribution shall be paid by and through the trustee.
- 8.5 Percentage fees to the trustee are paid on receipts of plan payments at the rate fixed by the United States Trustee. The trustee has the discretion to adjust, interpret, and implement the distribution schedule to carry out the plan, provided that, to the extent the trustee seeks a material modification of this plan or its contemplated distribution schedule, the trustee must seek and obtain prior authorization of the court. The trustee shall follow this standard plan form sequence unless otherwise ordered by the court:

Level One: Unpaid filing fees.

Level Two: Secured claims and lease payments entitled to 11 U.S.C. § 1326(a)(1)(C) pre-confirmation adequate protection payments.

Level Three: Monthly ongoing mortgage payments, ongoing vehicle and lease payments, installments on professional fees, and

postpetition utility claims.

Level Four: Priority Domestic Support Obligations.

Level Five: Mortgage arrears, secured taxes, rental arrears, vehicle payment arrears.

Level Six: All remaining secured, priority and specially classified claims, and miscellaneous secured arrears.

Level Seven: Allowed nonpriority unsecured claims.

Level Eight: Untimely filed nonpriority unsecured claims for which an objection has not been filed.

- 8.6 As a condition to the debtor(s)' eligibility to receive a discharge upon successful completion of the plan, debtor(s)' attorney or debtor(s) (if pro se) shall file Local Bankruptcy Form 24 (Debtor's Certification of Discharge Eligibility) with the court within forty-five (45) days after making the final plan payment.
- 8.7 The provisions for payment to secured, priority, and specially classified unsecured creditors in this plan shall constitute claims in accordance with Bankruptcy Rule 3004. Proofs of claim by the trustee will not be required. In the absence of a contrary timely filed proof of claim, the amounts stated in the plan for each claim are controlling. The clerk shall be entitled to rely on the accuracy of the information contained in this plan with regard to each claim. Unless otherwise ordered by the court, if a secured, priority, or specially classified creditor timely files its own claim, then the creditor's claim shall govern, provided the debtor(s) and debtor(s)' attorney have been given notice and an opportunity to object. The trustee is authorized, without prior notice, to pay claims exceeding the amount provided in the plan by not more than \$250.
- 8.8 Any creditor whose secured claim is not modified by this plan and subsequent order of court shall retain its lien.
- 8.9 Any creditor whose secured claim is modified or whose lien is reduced by the plan shall retain its lien until the underlying debt is discharged under 11 U.S.C. § 1328 or until it has been paid the full amount to which it is entitled under applicable nonbankruptcy law, whichever occurs earlier. Upon payment in accordance with these terms and entry of a discharge order, the modified lien will terminate and be released. The creditor shall promptly cause all mortgages, liens, and security interests encumbering the collateral to be satisfied, discharged, and released.
- 8.10 The provisions of Sections 8.8 and 8.9 will also apply to allowed secured, priority, and specially classified unsecured claims filed after the bar date. LATE-FILED CLAIMS NOT PROPERLY SERVED ON THE TRUSTEE AND THE DEBTOR(S)' ATTORNEY OR DEBTOR(S) (IF PRO SE) WILL NOT BE PAID. The responsibility for reviewing the claims and objecting where appropriate is placed upon the debtor(s).

Part 9: Nonstandard Plan Provisions

9.1 Check "None" or List Nonstandard Plan Provisions.

None. If "None" is checked, the rest of part 9 need not be completed or reproduced.

Under Bankruptcy Rule 3015(c), nonstandard provisions must be set forth below. A nonstandard provision is a provision not otherwise included in the Local Form or deviating from it. Nonstandard provisions set out elsewhere in this plan are ineffective.

The following plan provisions will be effective only if the applicable box in Part 1 is checked. Any provision set forth herein is subject to court approval after notice and a hearing upon the filing of an appropriate motion.

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 8 of 9

Part 10:

Signatures

10.1 Signatures of Debtor(s) and Debtor(s)' Attorney.

If the debtor(s) do not have an attorney, the debtor(s) must sign below; otherwise the debtor(s)' signatures are optional. The attorney for the debtor(s), if any, must sign below.

By signing this plan the undersigned, as debtor(s)' attorney or the debtor(s) (if pro se), certify(ies) that I/we have reviewed any prior confirmed plan(s), order(s) confirming prior plan(s), proofs of claim filed with the court by creditors, and any orders of court affecting the amount(s) or treatment of any creditor claims, and except as modified herein, this proposed plan conforms to and is consistent with all such prior plans, orders, and claims. False certifications shall subject the signatories to sanctions under Bankruptcy Rule 9011.

By filing this document, debtor(s)' attorney or debtor(s) (if pro se), also certify(ies) that the wording and order of the provisions in this chapter 13 plan are identical to those contained in the standard chapter 13 plan form adopted for use by the United States Bankruptcy Court for the Western District of Pennsylvania, other than any nonstandard provisions included in Part 9. It is further acknowledged that any deviation from the standard plan form shall not become operative unless it is specifically identified as a "nonstandard" term and is approved by the court in a separate order.

X /s/ Jeffrey Paul Moore	X /s/ Kellie Elizabeth Moore			
Signature of Debtor 1	Signature of Debtor 2			
Executed onNov 19, 2019	Executed onNov 19, 2019			
MM/DD/YYYY	MM/DD/YYYY			
X /s/ Scott R. Lowden	DateNov 19, 2019			
Signature of debtor(s)' attorney	MM/DD/YYYY			

PAWB Local Form 10 (12/17) Chapter 13 Plan Page 9 of 9

Dରତ ୫୩ ମାହର 12/25/49 ଲୋକେର 12/25/49 1ହ:45:29 ହରତ ଅଷ୍ଟାପ PDF Noନିତେ ଏହା ପ୍ରତ୍ୟାଧିକ ନ ଅନ୍ତର୍ଗତ ମଧ୍ୟ of ଅୟୁତ 1 of 1 Notice Recipients Case 19-24484-GLT

District/Off: 0315-2 User: culy Date Created: 11/21/2019

Case: 19-24484-GLT Form ID: pdf900 Total: 23

50306

Recipients of Notice of Electronic Filing: ust Office of the United States Trustee States Trustee ustpregion03.pi.ecf@usdoj.gov cmecf@chapter13trusteewdpa.com ricelaw1@verizon.net

Ronda J. Winnecour tr

David A. Rice aty aty Scott R. Lowden niclowlgl@comcast.net

TOTAL: 4

Recipients	submitted to the BNC (Bankruptcy Noticing Center):
db	Jeffrey Paul Moore 54 Main Street Extention Burgettstown, PA 15021
idb	Kellie Elizabeth Moore 54 Main Street Extention Burgettstown, PA 15021
15159357	Ally Financial Attn: Bankruptcy Dept Po Box 380901 Bloomington, MN 55438
15159358	Bridgecrest 7300 East Hampton Avenue Suite 100 Mesa, AZ 85209
15159359	Burgettstown / Keystone Collections Group 546 Wendel Road Irwin, PA 15642
15159360	BurgettstownBorough Tax Collector P.O. Box 404 Burgettstown, PA 15021
15159362	BurgettstownBorough Tax Collector Capital One Attn: Bankruptcy P.O. Box 404 Po Box 30285 Burgettstown, PA 15021 Salt Lake City, UT 84130
15159361	Capital One Attn: General Correspondence Po Box 30285 Salt Lake City, UT 84130
15159363	Collection Service / Weirton Medical Ctr Attn: Bankruptcy Po Box 2060 Fairmont, WV
	26555
15159364	FedLoan Servicing Attn: Bankruptcy Po Box 69184 Harrisburg, PA 17106
15159365	Freedom Mortgage Corporation Attn: Bankruptcy 907 Pleasant Valley Ave, Ste 3 Mt Laurel, NJ
	08054
15159366	Phoenix Financial Serv / Greenbriar ER Attn: Bankruptcy Po Box 361450 Indianapolis, IN
	46236
15159367	Quest Diagnostic P.O. Box 740717 Cincinnati, OH 45274
15161065	Sprint P.O. Box 4191 Carol Stream, IL 60197
15159368	Sterling Jewelers, Inc. Attn: Bankruptcy Po Box 1799 Akron, OH 44309
15159369	U.S. Department of Education Ecmc/Bankruptcy Po Box 16408 Saint Paul, MN 55116
15159370	UPMC Health Services P.O. Box 371472 Pittsburgh, PA 15250
15159372	WVU Hospital P.O. Box 1127 Morgantown, WV 26507
15159371	Wells Fargo Jewelry Advantage / Kays Attn: Bankruptcy Po Box 10438 Des Moines, IA

TOTAL: 19